REMARKS

Claims 54-68 have been amended for clarity. Claims 1-68 remain pending in the application. Reconsideration is respectfully requested in light of the following remarks.

Section 102(e) Rejection:

The Office Action rejected claims 1-68 under 35 U.S.C. § 102(e) as being anticipated by Colvin (U.S. Patent No. 6,044,471). Applicants respectfully traverse the rejection of claims 1-68 for at least the reasons given below.

Regarding claim 1, Colvin fails to anticipate a method for managing resources provided for clients by services in a distributed computing environment including a client sending a <u>service request message in a data representation language</u> referencing a resource provided by a service, wherein the service request message <u>includes a credential obtained by the client</u> and that <u>specifies a first requested lease period</u>. In contrast, Colvin teaches a method for securing software involving associating a series of passwords with a software product and periodically requiring a new password to allow the software to remain operational. New or updated passwords can be obtained manually by a user through traditional communication means, such as the telephone or via email. The user then enters the acquired password in the software. Alternatively, the software program can automatically download a new password (Colvin, Abstract, FIGs. 2 and 3, column 2, lines 44-62, column 4, lines 33-54, and column 7, lines 31-57). In general, the teachings of Colvin have very little relevance to Applicants' claimed invention.

Colvin fails to disclose a client <u>sending a service request message in a data representational language</u>. A data representation language is a particular type of language as is understood in the art. Nowhere does Colvin mention anything regarding either a service request message or a data representation language. Instead, Colvin teaches a procedure for obtaining new passwords in which a user contacts a password administrator through conventional communication means, such as email, regular mail,

telephone, automated voice response system, web browser, direct modem transfer, or the like. Colvin further teaches that passwords may be downloaded automatically via "similar methods or means to communicate the information but is performed without user intervention" (Colvin, column 4, lines 45-54). The Examiner cites column 5, lines 13-35. The cited passage does not mention sending a service request message in a data representation language. Colvin is concerned with obtaining a password and is not concerned with sending a service request message in a data representational language.

In response to applicants' argument above regarding Colvin failing disclose to a client sending a service request message in a data representation language, the Examiner, in the Response to Arguments section of the Final Office Action, argues that Colvin's system includes updates requested via the conventional communication means described above (e.g. mail, email, telephone, etc) (Colvin, column 2, lines 55-57). However, as noted above, none of these means requires that the client send a message in a data representation language. Colvin does not describe any client sending a message in a data representation language. The Examiner cites column 2, lines 43-53 and column 4, lines 46-49. None of the passages cited by the Examiner make any reference to sending a service request message in a data representation language. Presumably the Examiner contends that any sort of text may be considered a data representation language. However, as noted above, a data representation language is a particular type of language and is not merely text. Thus, just because Colvin describes communication using email and web browsers generally, does not imply a client sending a service request message in a data representation language.

The Examiner also contends that since Colvin teaches the use of a web browser for requesting a software lease, that the request "can use a 'data representation language.'" However, such speculation on the Examiner's part is not proper in an rejection based on anticipation (i.e. 35 U.S.C. § 102(e)). Whether or not the Examiner thinks that Colvin's system *could* include sending a message in a data representation language is not relevant to a rejection based on anticipation. What is relevant is what is

actually disclosed by Colvin. As noted above, Colvin fails to mention sending a service request message in a data representation language.

Colvin also fails to disclose wherein the service request message <u>includes a credential</u> for allowing the client to lease access to a resource provided by a service. Instead, Colvin teaches that a user provides registration information to an administrator in order to obtain an updated password for a secure software product. The Examiner, in the Response to Arguments section, refers to the fact that a user in Colvin's system must present *registration information* prior to receiving a password or authorization code. The Examiner contends that Colvin's registration information is provided with the request for software lease and cites column 2, lines 62-67 and column 3, lines 5-13. However, the first cited passage states "registration information may be entered by the user or automatically acquired (and transmitted for automatic updates) by the software." Nowhere does Colvin mention including the registration information in a request for software lease. Instead, Colvin teaches that registration information may be manually entered by a user (and thus cannot be considered to be a service request message) or may be automatically acquired and provided by the secure software product for which the lease is requested (which also cannot be considered part of a service request message).

Furthermore, the registration information referred to by the Examiner cannot be considered a credential obtained by the client for allowing the client to lease access to a resource provided by a service, as recited in claim 1. Instead, the registration information identifies the user and various aspects of the software product and/or computer system that Colvin's administrator uses to determine whether or not the user is authorized to receive an updated password (Colvin, column 4, line 55 – column 5, line 13; and column 5, line 50 – column 6, line 11). Thus, rather than being a credential for allowing the client to lease access to a resource, the registration information relied upon by the Examiner is only identification information used to determine whether the user is authorized or not. These are two very different things.

Colvin additionally fails to disclose a service request message that specifies a requested lease period. Instead, Colvin teaches that the password authorizes the software to execute for a *predetermined* period. Colvin also teaches that the predetermined period "may vary based on the particular authorized user, the cost of the software, the number of estimated unauthorized copies, etc." (Colvin, column 5, lines 24-29). Thus, rather than using a service request message that specifies a requested lease period, Colvin teaches the use of predetermined periods based on the type of user or type of software. Colvin does not mention a requested period specified in a service request message. Colvin does not mention a user specifying a requested operation period when obtaining a new password. Instead, Colvin described how the password administrator determines the operational period associated with each new password. (See, Colvin, column 5, lines 36-49).

In response, the Examiner argues that Colvin teaches how the frequency of required password updates may be regular or irregular depending upon the application, user or software manufacturer. The Examiner further contends that the length of time that a lease in Colvin's system is valid can depend on the type of software and that "the service request message contains a software identifier, which is associated with a user, which in turn is the basis on the lease period is determined." **The Examiner's argument actually supports Applicants' argument.** The Examiner admits that in Colvin's system, a software identifier is used to determine the length of a lease. The Examiner fails to point out any passage of Colvin that discloses a service request message that specifies a first requested lease period. Instead, Colvin teaches, and the Examiner agrees, that the identity of a user and/or of the software product determines how frequently a new password is required. Thus, no client in Colvin's system sends a service request message that specifies a requested lease period. Furthermore, clients in Colvin's system do not request lease periods. Rather, as the Examiner's admits, the length of time between required password updates is determined by the system (or administrator) based upon the client's and/or the software manufacturer's identity. Thus, Colvin clearly fails to disclose a service request message that *specifies a requested lease period.*

Thus, Colvin does not teach sending a service request message in a data representation language that 1) references the resource, 2) includes the credential, and 3) specifies a first requested lease period. Instead, Colvin teaches only a method for a user, or the user's software product, to download new or passwords that allow the software product to become or remain operational. Additionally, Colvin does not teach the <u>service receiving the service request message</u> that references the resource, that includes the credential, and that specifies a first requested lease period.

As the Examiner is surely aware, anticipation requires the presence in a single prior art reference disclosure of <u>each and every limitation</u> of the claimed invention, <u>arranged as in the claim</u>. M.P.E.P 2131; *Lindemann Maschinenfabrik GmbH v. American Hoist & Derrick Co.*, 221 USPQ 481, 485 (Fed. Cir. 1984). The <u>identical</u> invention must be shown <u>in as complete detail</u> as is contained in the claims. *Richardson v. Suzuki Motor Co.*, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). As discussed above, Colvin fails to disclose a client sending a service request message in a data representation language that references the resource, includes the credential, and specifies a first requested lease period. Therefore, Colvin cannot be said to anticipate claim 1. Thus, the rejection of claim 1 is not supported by the prior art and removal thereof is respectfully requested. Arguments similar to those above regarding claim 1, also apply to claims 37 and 54.

Regarding claim 25, Colvin does not anticipate a method for managing resources provided by services in a distributed computing environment including receiving from a client <u>a service request message in a data representation language</u> referencing a resource provided by a service, wherein the service request message <u>specifies a first requested lease period</u> and <u>includes a credential</u> for allowing the client lease access to resources provided by the service. In contrast, Colvin teaches a method for associating a series of passwords with a secure software product and periodically requiring a new password to allow the software to remain operational. As described above regarding claim 1, Colvin teaches a manual and an automatic mode for updating passwords.

The Examiner cites column 5, lines 13-35 of Colvin. However, nowhere in the Examiner's cited portion, or elsewhere, does Colvin describe receiving from a client a service request message in a data representation language. As described above regarding claim 1, Colvin does not mention anything regarding messages in *a data representation language* and the Examiner has failed to provide any explanation regarding his assertion that Colvin does. Furthermore, as noted above regarding claim 1, Colvin clearly does not describe *a service request message* in a data representation language.

Colvin further fails to teach wherein the service request message specifies a first requested lease period. Colvin does not teach a method or system that includes a service that can receive a service request message. Colvin's secure software does not send a service request message that includes a requested lease period. Colvin's system does not allow for the user or secure software to specify a requested operational period for a new password. Instead, Colvin teaches that the password administrator determines the operational period associated with each password, as noted above regarding claim 1. Furthermore, even if Colvin's system did allow a user the specify a requested operational period for a new password, which it doesn't, the requested operational period would not be specified in a service request message as recited in claim 25.

Colvin also does not disclose wherein the service request message includes a credential for allowing the client lease access to resources provided by the service. Instead, as argued above regarding claim 1, Colvin teaches that the secure software obtains a new, updated password from a password administrator and that the new password authorizes the software to execute for an additional operational period (See, Colvin, column 5, lines 40-56). Nowhere does Colvin mention a client sending a service request message that includes the password obtained from the password administrator.

For at least the reasons presented above the rejection of claim 25 is not supported by the prior art and removal thereof is respectfully requested. Similar arguments to those above regarding claim 25, also apply to claims 45 and 61.

Regarding claim 2, Colvin does not disclose the service sending a <u>service request</u> <u>response message</u> in the data representation language <u>advising the client of the granted</u> <u>lease period</u>, wherein the service response message <u>includes the credential</u>. The Examiner cites column 5, lines 13-35 of Colvin. However, the cited passage refers only the use of passwords in Colvin's system. The cited passage does not mention any service request response message, nor does it mention any data representation language. Furthermore, the cited passage does not describe a message advising the client of a *granted lease period* and clearly does not disclose wherein the service response message *includes the credential*. Instead, the cited passage describes how a password may be provided to an end user who manually enters it into the software. The cited passage goes on to describe how the password or authentication code may be encoded as an alphanumeric string or may be encrypted. Presumably the Examiner is equating the communication of the password to the end user as the service sending a service request response message. However, Colvin's system does not send passwords in a data representation language. Nor does the password advise the client of the granted lease period. Instead, Colvin describes how the renewal length is determined by counter 44 or calendar 46. As illustrated by FIG. 1 of Colvin, neither counter 44 nor calendar 46 are sent with the password (See, FIG. 1, items 40 (password) and counter 44 and calendar 46).

Furthermore, the password, which the Examiner is presumably equating to a service request response message, does not include the credential (included by the client in the service request message). Regarding claim 1, the Examiner argues that the Colvin's registration information is a credential for allowing the client to lease access to a resource provided by the service. Colvin does not teach that the administrator sends the registration information with the password (as that would not make any sense).

Thus, the Examiner's rejection of claim 2 is clearly not supported by the cited prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 2 also apply to claims 28, 38, 47 and 62.

Regarding claim 13, Colvin fails to disclose the client sending <u>a lease cancel</u> <u>message</u> in the data representation language referencing the resource, wherein the lease cancel message <u>includes the credential</u>. The Examiner cites column 6, lines 1-11. However, the cited passage refers to how Colvin's administrator 24 may deactivate a user's ability to use a piece of software if the user is determined to be an unauthorized user. The cited passage describes the administrator 24 sending a code 56 "which deactivates the software". Nowhere does Colvin mention the user sending a lease cancel message in any form and certainly does not describe a client sending a lease cancel message in a data representation language that references the resource and includes the credential (as noted above, the Examiner considers the user's registration information the credential).

Additionally, Colvin fails to disclose the service receiving the lease cancel message and examining the credential included in the lease cancel message to determine if the credential is authentic. The Examiner again cites column 6, lines 1-11. However, as noted above, the cited passage has nothing whatsoever to do with a client sending a lease cancel message or about the service receiving such a message and examining the credential in the message.

Furthermore, Colvin does not teach the service <u>terminating the granted lease</u> <u>period</u> for accessing the resource <u>if the examining determines the credential is authentic</u>. The Examiner cites column 5, lines 64 – column 6, line 11. However, as noted above, the cited passage refers to Colvin's administrator 24 determining that a user is unauthorized and sending a code to disable the software. This is the exact opposite of the service terminating the granted lease period if the credential in a lease cancel message is authentic. In contrast, the Examiner's cited passage refers to an administrator determining that a user is not authorized and disabling the software in response.

Similarly, Colvin fails to describe the service not terminating the granted lease period if the examining determines that the credential is not authentic. The Examiner

again relies upon column 5, lines 64 – column 6, line 11 of Colvin. However, as noted above, refers to Colvin's administrator 24 determining that a user is unauthorized and sending a code to disable the software. Nowhere does Colvin mention not terminating a granted lease period if examining a credential determines that the credential is not authentic.

Thus, for at least the reasons above, the rejection of claim 13 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 13 also apply to claim 42.

Regarding claim 15, Colvin fails to disclose the service providing a service advertisement comprising a data representation language message schema comprising descriptions of data representation language messages for managing leases of resources provided by the service. The Examiner cites column 6, lines 38-51. However, the cited passages does not describe or mention anything regarding either a service advertisement or a data representation language schema comprising descriptions of data representation language messages. Instead, the cited passage describes how passwords in Colvin's system may be communicated "using various communication channels, such as regular mail, email, web browser, direct modem connection, etc." Colvin does not teach the use of service advertisements. Instead, Colvin teaches that a user communicates with an administrator 24 to obtain a renewal password for a software product. Nothing in Colvin's system can be considered a service advertisement. Additionally, as noted above, Colvin fails to teach sending messages in a data representation language. Also, Colvin's system does not utilize any message schema and clearly fail to include anything that can be considered a data representation language message schema comprised in a service advertisement.

In further regard to claim 15, Colvin also fails to disclose a service advertisement comprising an address for the service receiving the data representation language messages for managing leases of resources provided by said service. The Examiner again

relies upon column 6, lines 38-51, which as noted above describes only the general use of various communication channels for providing users with updated or renewal passwords. Colvin fails to mention, either at the cited passage or elsewhere, a service advertisement including an address for the service to receive data representation languages.

Therefore, for at least the reasons above, the rejection of claim 15 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 16, Colvin fails to disclose the client generating the service request message in accordance with a description of the service request message comprised in the descriptions of data representation language messages. The Examiner relies upon column 6, lines 38-51 of Colvin. However, as noted above, the cited passage refers only to communicating passwords or authentication codes using various communication channels, such as "regular mail, email, web browser, direct modem connection, etc." The cited passage does not mention anything regarding the client generating any sort of message at all. The cited passage also has nothing to do with any message or communication from the user or client. Instead the cited passage is only concerned with communicating passwords from the administrator to the user. Thus, the passage relied upon by the Examiner does not teach anything regarding a client generating any sort of message, much less a service request message.

Additionally, nowhere does Colvin describe a client generating a message in accordance with a description of the service request message comprised in the descriptions of data representation language messages, which are comprised in a service advertisement. Colvin fails to mention any sort of descriptions of data representation language messages.

Additionally, Colvin teaches that a user (which the Examiner equates to a client) communicates registration information via various communication channels (such as regular mail, email, telephone and the like) without providing any details regarding any

messages, if any, that are used. Since a user in Colvin's system may communicate registration information (the only information sent from the user to the administrator) using such communication channels as regular mail, telephone, and automated voice response system, (among others) it would not make sense for Colvin's system to include descriptions of data representation language messages because data representation language messages are not appropriate for such communication channels.

Thus, the rejection of claim 16 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 17, Colvin fails to disclose wherein the service request message is send by the client to the address (in the service advertisement), and wherein the service request message is received by the service at the address. The Examiner again cited column 6, lines 38-51, which, as noted above, only refers to the communication an updated password or authorization code generally using various communications channels. Thus, the cited passage has nothing to with any message sent from the client. Furthermore, Colvin does not teach that a client sends a service request message to an address comprised in a service advertisement. Instead, Colvin teaches that a user communicates registration information "via telephone, mail, email, or the like" (Colvin, column 2, lines 55-57). Thus, a user (which the Examiner equates to a client) in Colvin's system does not send a service request message to an address from a service advertisement.

For at least the reasons above, the rejection of claim 17 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 18, Colvin fails to disclose wherein the address (comprised in a service advertisement and for the service to receive data representation language messages) is a <u>Uniform Resource Identifier (URI)</u>. The Examiner again relies upon column 6, lines 38-51, which, as noted above, only refers to the communication an updated password or authorization code generally using various communications

channels. Colvin does not teach or even mention any sort of URI and nowhere does Colvin describe an address in a service advertisement that is a URI. Thus, the rejection of claim 18 is not supported by the prior art and removal thereof is respectfully requested.

Regarding claim 19, Colvin does not disclose a client sending to an authentication service information identifying the client and the client <u>receiving from the authentication service the credential</u> (for allowing the client to lease access to a resource provided by a service). The Examiner cites column 4, line 55 to column 5, line 35 of Colvin. This cited passage describes how a client provides registration information to the administrator and how the administrator communicates an updated password to the user. The Examiner, in the Response to Arguments section of the Final Office Action, regarding claim 1, argues that the registration information provided by the user in Colvin's system is the credential (see, Final Office Action, page 3, lines 3-5). Colvin (at the cited passage) teaches that a user provides registration information to the administrator. Colvin's administrator does not provide the registration in formation to the user (as that makes no sense). Thus, Colvin clearly fails to disclose the client receiving from the authentication service the credential. Therefore, the rejection of claim 19 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks also apply to claims 26 and 46.

Regarding claim 20, Colvin fails to disclose where examining the credential included in the service request message comprises the <u>service sending to the authentication service the credential</u> included in the service request message and the <u>service receiving from the authentication service indication if the credential is authentic</u>. The Examiner cites column 5, lines 50-67 of Colvin. However, the cited passage does not teach that the service sends the credential to an authentication service. Instead, the cited passage describes how Colvin's administrator, which receives registration information *from the client*, determines whether the user is authorized or not and *sends the user* either a valid updated password or a deactivation code accordingly. Colvin's system does not include the administrator sending the registration information (which the

Examiner equates to a credential) to an authentication service (nor to anything else). In Colvin's system, the administrator is the only entity that receives the registration information and evaluates it to determine whether or not the user is authorized. Consequently, a user in Colvin's system is the only entity that sends registration information and a user cannot be considered a service. Thus, Colvin clearly fails to teach the service sending the credential included in the service request message to the authentication service and receiving from the authentication service an indication if the credential is authentic. The rejection of claim 20 is not supported by the prior art and removal thereof is respectfully requested. Similar remarks as those above regarding claim 20 also apply to claims 27 and 46.

Regarding claim 22, Colvin fails to disclose wherein the service is a space service comprising a plurality of service advertisements for enabling access by clients to resources provided by a plurality of services, and wherein the resources is a service advertisement for a first service of the plurality of services. The Examiner relies upon column 6, lines 39-51 of Colvin. However, as noted previously, this passage of Colvin has nothing whatsoever to do with service advertisements. Furthermore, the cited passage does not mention anything regarding the service being a space service including a plurality of service advertisements for enable access by clients to resources provided by a plurality of services. The Examiner makes no attempt to explain how the cited passage is relevant to the limitations of clam 22. Nor does the Examiner offer any explanation regarding which portion(s) of Colvin's system the Examiner considers a space service. In fact, nowhere does Colvin describe anything about space services, service advertisements or even a plurality of services. The rejection of claim 22 is clearly unsupported by the prior art and removal thereof is respectfully requested.

Regarding claim 23, Colvin fails to disclose wherein the data representation language is eXtensible Markup Language (XML). The Examiner cites column 6, lines 39-51 of Colvin. However, the Examiner's cited passage makes no reference to XML. Instead, the cited passage describes how passwords in Colvin's system may be

communicated "using various communication channels, such as regular mail, email, web browser, direct modem connection, etc." The passage does not describe any of the communication channels as using a data representation language. Nor does it describe any of the channels as using XML. In fact, a comprehensive search of Colvin reveals that Colvin fails to mention XML (or any other data representation language) at all. Applicants can find absolutely no support for the Examiner's assertion regarding Colvin and XML. Colvin simply and clearly does not disclose, teach, or inherently require XML. Thus, the rejection of claim 23 is completely unsupported by the cited prior art and removal thereof is respectfully requested. Similar remarks also apply to claims 36, 44, 53 and 60.

Applicant also asserts that numerous other ones of the dependent claims recite further distinctions over the cited art. However, since the rejection has been shown to be unsupported for the independent claims, a further discussion of the dependent claims is not necessary at this time.
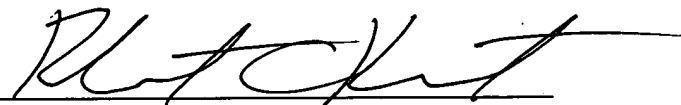
CONCLUSION

Applicants submit the application is in condition for allowance, and notice to that effect is respectfully requested.

If any fees are due, the Commissioner is authorized to charge said fees to Meyertons, Hood, Kivlin, Kowert, & Goetzel, P.C. Deposit Account No. 501505/5181-70000/RCK.

Also enclosed herewith are the following items:

☒ Return Receipt Postcard
☐ Petition for Extension of Time
☐ Notice of Change of Address
☐ Other:

Respectfully submitted,

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